

EXHIBIT A

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5 **EXHIBIT A**

6 **DEFINITIONS AND INSTRUCTIONS**

7 **I. INSTRUCTIONS**

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9 1. Each request must be answered separately, under oath, and the response
10 must be signed by an attorney for that party. The responses and requested documents
11 must be furnished to the undersigned attorneys at their designated offices or via email
12 by September 4, 2020, or at such other time and place if mutually agreed to by counsel.
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14 2. These requests are continuing in nature, and require you to provide
15 additional information as you, your attorneys, or anyone acting on your behalf or in
16 concert with you may have or may obtain between the time you serve answers to these
17 requests and the time of trial. In answering these requests, furnish all information
18 available to you or to your attorneys, including, but not limited to, information possessed
19 by any attorneys, agents, investigators, representatives, or anyone acting in cooperation
20 or in concert with the case to be presented by you.
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23 3. These requests call for all documents (including information contained in
24 or on writings, electronic documents, electronic mail, recordings, photographs, or any
25 other tangible thing or material) that is known or available to you, including all
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1 documents in possession of your employees, agents, contractors, counsel, or other
2 representatives at the time of service of the responses.
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4 4. Respond to each request separately and as completely as possible. The fact
5 that investigations may be continuing or that discovery has just begun shall not excuse
6 failure to respond to each request as fully as possible. The omission of any name, fact,
7 or other item of information from any response shall be deemed a representation that
8 such name, fact, or other item is not known to you, your agents, counsel, or other
9 representatives at the time of service of the responses.
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12 5. If you object to or refuse to answer any of these requests, in whole or in
13 part, describe in detail the nature and basis of your objection or refusal to answer. Any
14 objection that is not timely asserted will be deemed waived.
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16 6. You have a duty to conduct a reasonable investigation to obtain information
17 necessary to answer each request. If you cannot answer any of the following requests in
18 full after exercising due diligence to secure the information to do so, answer to the fullest
19 extent possible and specify your inability to answer the remainder, stating whatever
20 information or knowledge you have concerning the unanswered portion, and detailing
21 any and all efforts made to answer the request.
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24 7. If you claim a privilege with respect to any information sought in any
25 request, or any documents you are asked to produce, specify the grounds for asserting
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1 privilege and specifically identify and describe the nature of the information you claim
2 to be privileged or protected.
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4 8. In case of any ambiguity as to whether a document is responsive to these
5 requests, such information or document is to be produced.

6 9. The plural of any word used herein includes the singular, and the singular
7 includes the plural. The use of the masculine form of a pronoun also embraces the
8 feminine form of the pronoun and vice versa. As used herein, “and” includes “or,” and
9 “or” includes “and.”
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12 **DEFINITIONS**

13 Unless negated by the context of the request, the following definitions apply to all
14 requests.
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16 1. “Communication” or “Communications” means any manner or form of
17 information or message transmission, whether verbal or nonverbal, written or oral,
18 including any meeting, telephone call, video conference, conversation, letter,
19 memorandum, text message, electronic mail, document, or other medium of
20 transmission.
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22 2. “Documents” means any kind of written, printed, typed, recorded or graphic
23 matter of communication, however produced or reproduced; electronically stored
24 information of any kind or description, including without limitation e-mail (whether
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1 sent, received, or neither), data, or other electronic information stored on any computer
2 medium (e.g., hard drive, network, diskette, flash drives, etc.), whether or not such data
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4 has ever been printed on paper; correspondence, records, tables, charts, papers, analyses,
5 graphs, indexes, schedules, reports, memoranda, notes, diaries, logs, change orders,
6 letters, telegrams, messages (including but not limited to reports of telephone
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8 conversations and conferences), studies, books, pamphlets, periodicals, magazines,
9 booklets, circulars, bulletins, instructions, minutes, other communications (including
10 without limitation inter- and intra-office communications), contracts, memoranda of
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12 agreement, purchase agreements, security agreements, promissory notes, bills of sale,
13 assignments of copyright, letters of credit, financing statements, appraisals, tax
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15 statements, options to purchase, escrow agreements, orders, checks, vouchers, books of
16
17 account, invoices, bills of lading, notebooks, data sheets, data processing cards, wage
18
19 statements, photographs, photographic negatives, sound recordings, video recordings,
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21 brochures, and all other written matter of any kind; and any other data or compilation
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23 from which information can be obtained and translated, if necessary.

21 Each request for a document or documents calls for the production of the original
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23 document or documents to the extent that they are in or subject to your direct or indirect
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25 possession, custody, or control. In addition, each request should be considered as
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including all copies and, to the extent applicable, preliminary drafts of documents which,

1 as to content, differ in any respect from the original or final draft or from each other
2 (e.g., by reason of handwritten notes or comments having been added to one copy of a
3 document, but not on the original or other copies thereof).

5 Electronically stored information should be produced in an accessible, native
6 format unless otherwise agreed to among counsel.

8 3. “Electric Infrastructure” means the 115-kV substation, transmission and
9 distribution lines, poles, switches, transformers, controls, and related equipment and
10 facilities that was planned and/or constructed to provide electric service to the Pangborn
11 Facility.

13 4. “Giga Watt” means Giga Watt, Inc. (also sometimes referred to as
14 GigaWatt, Inc.), a Washington corporation that is the subject of this proceeding, and
15 includes any subsidiaries or other entities related to GigaWatt (including, but not limited
16 to Giga Watt Pte., GWT One, LLC, and Cryptonomos Pte. Ltd.), as well as the officers,
17 directors, shareholders, employees, successors, and assigns, and any persons, agents,
18 consultants, contractors, or attorneys, who at any time acted by, through, or on behalf of
19 GigaWatt, Inc. or any of its subsidiaries or related entities.

22 5. “Interconnection and Service Agreement” means the Interconnection and
23 Service Agreement, dated March 7, 2017, between the PUD and Giga Watt, including
24 all attachments and amendments to that Agreement.

1 6. “Interlocal Agreement” means the Interlocal Agreement referenced in
2 Recital D of the Interconnection and Service Agreement, including all attachments and
3 amendments to that Agreement.
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5 7. “January 7, 2019 Letter” means the letter from Gary Ivory, General
6 Manager of the PUD, to Chief Executive Officer, Giga Watt, Inc., re: “Interconnection
7 and Service Agreement (Highline and Eller) Termination,” dated January 7, 2019.
8

9 8. “October 12, 2018, Letter” means the letter from Gary Ivory, General
10 Manager of the PUD, to Chief Executive Officer, Giga Watt, Inc., re: “Interconnection
11 and Service Agreement, Section 20, Termination,” dated October 12, 2018.
12

13 9. “Pangborn Facility” means the GigaWatt facility to be constructed at Lot
14 13 of the Pangborn Airport Business Park, which is defined as the “Customer Facility”
15 in the Interconnection and Service Agreement, and includes all Electric Infrastructure
16 that was constructed or planned for construction to provide service to the GigaWatt
17 facility at Lot 13 of the Pangborn Airport Business Park.
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20 10. “Person” means, without limitation, any natural person or any business,
21 legal, or governmental entity or association, or any subdivision thereof.
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23 11. “Port” means the Port of Douglas County, Washington, including on or
24 after the date it was consolidated with the Port of Chelan County, Washington, to form
25 the Chelan Douglas Regional Port Authority, and its Commissioners, officers, directors,
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1 shareholders, employees, successors, and assigns, and any persons, agents, consultants,
2 contractors, or attorneys, who at any time have acted or are acting by, through, or on
3 behalf of the Port of Douglas County, Washington, or the Chelan Douglas Regional Port
4 Authority.
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6 12. "PUD" means Public Utility District No. 1 of Douglas County,
7 Washington, its Commissioners, officers, directors, shareholders, employees,
8 successors, and assigns, and any persons, agents, consultants, contractors, or attorneys,
9 who at any time have acted or are acting by, through, or on behalf of Public Utility
10 District No. 1 of Douglas County, Washington.
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13 13. "Relates to," "Related to," "Refer(s) to" and "Relating to" mean to
14 constitute, reflect, mention, evidence, concern, pertain to, summarize, analyze or in any
15 way logically or factually connected with the matter discussed.
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17 14. "You," "Your," and "Yours" means the PUD.
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3 **REQUESTS FOR PRODUCTION**
4 **OF DOCUMENTS**

5 **REQUEST FOR PRODUCTION NO. 1:** Please provide all Documents
6 reflecting Communications between Giga Watt and the PUD Related to the Pangborn
7 Facility.

8 **RESPONSE:**

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10 **REQUEST FOR PRODUCTION NO. 2:** Please provide all internal PUD
11 Communications Related to Giga Watt and/or the Pangborn Facility.

12 **RESPONSE:**

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15 **REQUEST FOR PRODUCTION NO. 3:** Please provide all Communications
16 between the PUD and the Port concerning Giga Watt and/or the Pangborn Facility.

17 **RESPONSE:**

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20 **REQUEST FOR PRODUCTION NO. 4:** Please provide all Documents Related
21 to the Interconnection and Service Agreement, including, but not limited to, all drafts of,
22 amendments to, and attachments to that Agreement, and all drafts of any form contract
23 that served as the basis for the Interconnection and Service Agreement, and all
24 communications related to that Agreement.

25 **RESPONSE:**

1 **REQUEST FOR PRODUCTION NO. 5:** Please provide all contracts between
2 the PUD and other tenants of the Pangborn business park concerning provision of electric
3 infrastructure to serve those tenants and all drafts of any form contract for service to
4 leased premises in the Pangborn Airport Business Park or other business parks

5 **RESPONSE:**

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7 **REQUEST FOR PRODUCTION NO. 6:** Please provide all Documents Relating
8 to the Interlocal Agreement, including all final and draft versions of any form contract
9 from which the Interlocal Agreement was derived, and all Communications between the
10 PUD and the Port Relating to the Interlocal Agreement.

11 **RESPONSE:**

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13 **REQUEST FOR PRODUCTION NO. 7:** Please provide all documents Related
14 to the action of the Board of Commissioners of the PUD in adopting the Interlocal
15 Agreement, including resolutions and draft resolutions, communications between staff
16 and Commissioners and among Commissioners regarding the Interlocal Agreement and
17 resolutions, and all materials related to any public meetings where the Interlocal
18 Agreement was discussed or adopted.

19 **RESPONSE:**

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21 **REQUEST FOR PRODUCTION NO. 8:** Please provide all Documents Relating
22 to construction of the Electric Infrastructure, including, but not limited to, all estimates,
23 bid documents, contracts, plans, engineering Documents, permitting Documents, and
24 Communications between the Port, the PUD, and/or GigaWatt regarding construction of
25 the Electric Infrastructure.
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1 **RESPONSE:**
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3 **REQUEST FOR PRODUCTION NO. 9:** Please provide all Documents
4 regarding payment for the Electric Infrastructure, including all invoices provided to
5 GigaWatt and/or the Port and all notices to GigaWatt and/or the Port regarding unpaid
6 amounts alleged to be owed to the PUD for construction of the Electric Infrastructure,
7 including but, not limited to, invoices and other Documents related to the costs incurred
8 by the PUD for the construction of Electric Infrastructure, and all invoices sent to the
9 Port and/or Giga Watt by the PUD Related to payment for the Electric Infrastructure,
10 and all documentation concerning the \$310,329 plus interest claimed in the October 12,
11 2018, Letter to be owed by Giga Watt to the PUD, and PUD invoice number 4454, also
12 referenced in the October 12, 2018 Letter.

13 **RESPONSE:**
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15 **REQUEST FOR PRODUCTION NO. 10:** Please provide all Documents
16 Relating to the March 9, 2017, Land Lease (entitled “Land Lease for Portion of Pangborn
17 Airport Business Park, East Wenatchee, Washington”) and the August 9, 2017,
18 Addendum to the Lease Agreement between Giga Watt and the Port, including all
19 Communications between the PUD and the Port and/or Giga Watt Relating to the Land
20 Lease or Addendum.

21 **RESPONSE:**
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23 **REQUEST FOR PRODUCTION NO. 11:** Please provide all Documents Related
24 to the grant or loan from the Economic Development Revitalization Board referenced in
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1 the August 9, 2017, Addendum to the Lease Agreement referenced in the previous
2 Request for Production.

3 **RESPONSE:**
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5 **REQUEST FOR PRODUCTION NO. 12:** Please provide all Documents Related
6 to the October 12, 2018 Letter, including, but not limited to, all drafts of the October 12,
7 2018 Letter, all Communications concerning the October 12, 2018 Letter, and all
8 Documents supporting the PUD's assertion that Giga Watt may not be able to continue
9 as a going concern, as referenced in the October 12, 2018 Letter.

10 **RESPONSE:**
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12 **REQUEST FOR PRODUCTION NO. 13:** Please provide all Documents
13 supporting the Port's claim of \$662,994.09, submitted as a proof of claim on February
14 15, 2019.

15 **RESPONSE:**
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17 **REQUEST FOR PRODUCTION NO. 14:** Please provide all Documents
18 Related to any arrangement or understanding for Giga Watt to pay the PUD directly for
19 the Electric Infrastructure.

20 **RESPONSE:**
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22 **REQUEST FOR PRODUCTION NO. 15:** Please provide all Documents Related
23 to any application for service received from Giga Watt for electric service at the
24 Pangborn Site, in accordance with Section 4 of Douglas PUD's Customer Service
25 Policies, and all communications related to that application for service.
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1 **RESPONSE:**
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3 **REQUEST FOR PRODUCTION NO. 16:** Please provide all Documents
4 Related to the Contribution in Aid of Construction (“CIAC”) for the Electric
5 Infrastructure, including any agreements related to that CIAC between the PUD and the
6 Port and any such agreements between Giga Watt and the PUD, and any
7 Communications related to those agreements.
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9 **RESPONSE:**

10 **REQUEST FOR PRODUCTION NO. 17:** Please provide all Documents
11 Related to applications for PUD service submitted by or contracts for PUD electric
12 service entered into with new large loads or new large interconnections, as defined in the
13 PUD’s March 2014 moratorium on large interconnections, after March 2014, including,
14 but not limited to, (a) any such applications received from or contracts entered into with
15 any entities engaged in cryptocurrency businesses; (b) any such applications received
16 from or contracts entered into with any entities owning, leasing, or operating data
17 centers; and, (c) all Documents permitting PUD customers to obtain energy and capacity
18 from suppliers other than the PUD, including any such contracts entered into under the
19 PUD’s Rate Schedule 4.
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21 **RESPONSE:**

22 **REQUEST FOR PRODUCTION NO. 18:** Please provide all Documents
23 Relating to PUD service to cryptocurrency businesses from March 2014 to the present.
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25 **RESPONSE:**
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1 **REQUEST FOR PRODUCTION NO. 19:** Please provide all Documents
2 Related to the January 7, 2019 Letter, including, but not limited to, all drafts of the
3 January 7, 2019 Letter, all Communications concerning the January 7, 2019 Letter, and
4 all Documents supporting the PUD's assertion that it is owed significant amounts by
5 GigaWatt and that GigaWatt may not be able to continue as a going concern, each as
6 referenced in the January 7, 2019 Letter.

7 **RESPONSE:**
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12 DATED THIS 30th day of July, 2020.
13

14 **BEVERIDGE & DIAMOND, P.C.**

15 *x/Eric Christensen/x*
16 Eric L. Christensen, WSBA No. 27934
17 600 University Street, Suite 1601
18 Seattle, WA 98101
19 E: EChristensen@bdlaw.com
20 *Counsel for Mark D. Waldron,*
21 *in his official capacity as the Chapter 11 Trustee*
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VERIFICATION

I, _____, declare:

That I am the authorized representative of the Public Utility District No. 1 of Douglas County, Washington, to whom these discovery requests are addressed; that I have read the foregoing responses to discovery requests, know the contents thereof, and believe the same to be true.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED on _____, 2020, at _____,
Washington.

Printed Name: _____
Title: _____

STATE OF WASHINGTON }
COUNTY OF DOUGLAS } ss.

On this _____ day of _____, 2020, before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Signature

Print/Type Name
Notary Public in and for the State of
Washington,
residing at _____
My commission expires _____